

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
SECURITIES AND EXCHANGE COMMISSION,

Index No.: 21-CV-2305-JMA

Plaintiff,

-against-

PETER R. QUARTARARO,

ANSWER

Defendant,

-and-

PRIVATE EQUITY SOLUTIONS, INC.
LEONARD QUARTARARO, PAUL CASELLA
and LISA ECKERT,

**RELIEF DEFENDANT
DEMANDS A JURY
TRIAL AS TO ALL
ISSUES**

Relief Defendants.
-----X

Relief Defendant, Lisa Eckert (“Eckert” or “Relief Defendant”), by her attorneys, Hogan & Cassell, LLP and Michael G. LoRusso, P.C., as and for her Answer and Cross-Claim to the Complaint (“Complaint”) of the plaintiff, Securities and Exchange Commission (“SEC” or “Plaintiff”) herein respectfully alleges as follows:

1. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 1 of the Complaint and refers all matters of law to this Honorable Court.
2. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 2 of the Complaint and refers all matters of law to this Honorable Court.
3. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 3 of the Complaint.

4. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 4 of the Complaint.

5. Relief Defendant denies the allegations contained in paragraph 5 of the Complaint.

6. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 6 of the Complaint and refers all matters of law to this Honorable Court.

7. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 7 of the Complaint and refers all matters of law to this Honorable Court.

8. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 8 of the Complaint and refers all matters of law to this Honorable Court.

9. Relief Defendant denies the allegations contained in paragraph 9 of the Complaint.

10. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 10 of the Complaint and refers all matters of law to this Honorable Court.

11. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 11 of the Complaint.

12. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 12 of the Complaint and refers all matters of law to this Honorable Court.

13. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 13 of the Complaint.

14. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 14 of the Complaint.

15. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 15 of the Complaint.

16. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 16 of the Complaint.

17. Relief Defendant denies the allegations contained in paragraph 17 of the Complaint.

18. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 18 of the Complaint.

19. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 19 of the Complaint.

20. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 20 of the Complaint.

21. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 21 of the Complaint.

22. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 22 of the Complaint.

23. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 23 of the Complaint.

24. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 24 of the Complaint.

25. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 25 of the Complaint.

26. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 26 of the Complaint.

27. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 27 of the Complaint.

28. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 28 of the Complaint.

29. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 29 of the Complaint.

30. Relief Defendant denies the allegations contained in paragraph 30 of the Complaint.

31. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 31 of the Complaint.

32. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 32 of the Complaint.

33. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 33 of the Complaint.

34. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 34 of the Complaint.

35. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 35 of the Complaint.

36. Relief Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint.

37. Relief Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint.

38. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 38 of the Complaint.

39. Relief Defendant denies the allegations contained in paragraph 39 of the Complaint to the extent that it alleges that she received investor funds.

40. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 40 of the Complaint.

41. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 41 of the Complaint.

42. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 42 of the Complaint.

43. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 43 of the Complaint.

44. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 44 of the Complaint.

45. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 45 of the Complaint.

46. To the extent that Plaintiff repeats, reiterates and realleges prior allegations of the Complaint as set forth in paragraph 46 of the Complaint, Defendant repeats, reiterates and realleges each and every admission, denial and allegation set forth above as if fully set forth herein.

47. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 47 of the Complaint.

48. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 48 of the Complaint and refers all matters of law to this Honorable Court.

49. To the extent that Plaintiff repeats, reiterates and realleges prior allegations of the Complaint as set forth in paragraph 49 of the Complaint, Defendant repeats, reiterates and realleges each and every admission, denial and allegation set forth above as if fully set forth herein.

50. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 50 of the Complaint.

51. Relief Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint.

52. To the extent that Plaintiff repeats, reiterates and realleges prior allegations of the Complaint as set forth in paragraph 52 of the Complaint, Defendant repeats, reiterates and realleges each and every admission, denial and allegation set forth above as if fully set forth herein.

53. Relief Defendant denies the allegations contained in paragraph 53 of the Complaint.

54. Relief Defendant denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 54 of the Complaint.

55. Relief Defendant denies the allegations contained in paragraph 55 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

56. Plaintiff's claims against Relief Defendant fail to state a valid claim for relief since there is no showing that she received ill-gotten gains from Peter R. Quartararo

(“Quartararo”) and that she has no legitimate claim to any monies she received from Quartararo.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

57. Plaintiff’s claims are barred, in whole or in part, by the applicable Statute of Limitations.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

58. Without admitting any liability, if it is demonstrated that Relief Defendant is liable to Plaintiff, any disgorgement should be limited to “equitable relief that may be appropriate or necessary for the benefit of investors.”

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

59. Relief Defendant has not profited from any alleged wrongdoing and should not be punished by paying more than a fair compensation to any alleged investor.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

60. Any damages sustained by Plaintiff are due solely to the actions of others not under the control of Defendant.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

61. In the event that any damages are assessed against Defendant, Defendant is entitled to an offset pursuant to the terms of New York General Obligations Law § 15-108.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

62. Any monies provided to Relief Defendant from Quartararo were for a legitimate basis.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

63. There is no nexus between any monies that Quartararo supposedly received from investors and any monies received by Relief Defendant from Quartararo.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

64. To the extent that it is demonstrated that any monies received by Relief Defendant from Quartararo were received by Quartararo from investors, Plaintiff's claim to such monies should be offset by the monies that Relief Defendant provided to Quartararo.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

65. Plaintiff's claims against Relief Defendant are barred or should be limited to the extent that Plaintiff's claims against Quartararo lack merit.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

66. Plaintiff's claims against Relief Defendant are barred or should be limited to the extent that Quartararo has defenses to Plaintiff's claims.

CROSS-CLAIM AGAINST ALL CO-DEFENDANTS

67. Plaintiff has asserted the Complaint against Eckert and other defendants (collectively the "Co-Defendants").

68. Relief Defendant has denied liability as concerns the allegations against her in the Complaint.

69. If, however, Relief Defendant is adjudicated to be liable to Plaintiff in this action, by way of this cross-claim, Relief Defendant shall be entitled to contribution and/or indemnity in accordance with the law from the Co-Defendants.

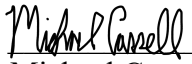
JURY TRIAL DEMAND

Relief Defendant hereby demands a jury trial of all issues.

WHEREFORE, Eckert respectfully requests that judgment be entered in her favor and against Plaintiff and that she be awarded her costs and disbursements in this action, including attorneys' fees and such other relief as the Court deems just and proper.

Dated: October 15, 2021

HOGAN & CASSELL, LLP
Attorneys for Relief Defendant,
Lisa Eckert

By: _____
Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
Tel.: (516) 942-4700
Fax: (516) 942-4705